

### Remarks

Claims 1-50 are pending and stand rejected under 35 USC 102(e). Applicants assert that all claims are in condition for allowance as more specifically set forth below.

### Interview Summary

The undersigned participated in a telephone interview with the Examiner on July 8, 2004. During this interview, the undersigned discussed perceived differences between the cited portions of the Underwood reference and claim 1. In particular, the undersigned explained that the cited portions of Underwood, namely FIG. 21.1, appeared to deal with units of people employed to manage software configuration for a project as opposed to referring to databases as recited in the claims. The Examiner responded by stating that the citation to FIG. 21.1 was for showing the "big picture" as opposed to showing the specifics of the claims. The Examiner further stated that the relevance of the Underwood reference was summarized in the summary section where migration of a first database and reconfiguration of a second database are discussed. The undersigned agreed to submit a reply that addressed Underwood's discussion of the first database and second database as set forth in the summary and in other portions of the document.

### 102 Rejections

The Office Action has rejected claims 1-50 as being anticipated by Underwood (US Pat 6,633,878). Applicants hereby traverse these rejections.

### Claims 1-11

In relation to claim 1, the Office Action has stated that Underwood discloses all of the elements. Specifically, the Office Action cites to column 24, lines 49-53 as well as column 72, lines 50-61 and FIG. 21.1

Applicants respectfully disagree with this rejection. As noted above in the interview summary, FIG. 21.1 and column 72, lines 50-61 appear to disclose a group of people that form a software configuration unit. This software configuration unit establishes a repository for work product for a project, determines change control processes for implementing change requests relating to the work product, monitors access

to the work product by users, and calculates the training requirement by identifying the skill set required for implementing the change request for the work product. Applicants assert that the use of a software configuration unit in this way to control the access to work product in general, and to implement change requests to the work product is entirely different than what is recited in claim 1.

Claim 1 recites that a configuration of a second database is changed, a change transaction record based at least in part in the configuration change is stored and then sent, and a configuration of a first database is changed based at least in part on the configuration change transaction record. It is evident from the specification that the configuration of a database includes structural information such as the particular data fields of the database, the length of data stored in a data field, and the type of data stored in a data field.

It is well established that anticipation under section 102 requires that every element of the claim be provided by a single reference. However, Underwood fails to disclose many elements. Namely, Underwood does not address implementing a change in configuration of one database based at least in part on a configuration change transaction record that is itself based at least in part on a change in configuration of another database. As noted above, the cited portions of Underwood are not relevant to database configuration changes. Furthermore, the portions of Underwood that do disclose activity relating to a first and second database also fail to disclose the elements of claim 1.

Underwood discloses the migration of a first database from a first folder to a second folder. This migration does not refer to a structural change to the first database, i.e., no configuration change, but instead discloses a change in location of the first database. Next, Underwood discloses that a second database stores tables including user interfaces or logic for accessing information in the first database and that the tables of the second database are “reconfigured” upon migrating the first database. This reconfiguration of the tables is a change to the content of the tables based on the change of location of the first folder, which is also not a change in the structure, i.e., no configuration change, of the second database.

Looking into the detailed description, FIG. 132.1 and the related discussion from column 297, line 65 through column 299, line 50 clarifies what Underwood is disclosing in relation to the second database. Specifically, at column 298, lines 33-38, it is stated that the Access tables of the second database (the ReTA Issues DB-Cleint.mdb) contain links to actual issue tracking data in the first database (the ReTA Issues DB.mdb). It is further stated that the Access tables must be “reconfigured” to correct the location references to the actual issue tracking data in the first database due to its location in a new folder. Thus, the “reconfiguration” of the second database is simply an update of the location references, or content of the tables of the second database as opposed to a structural or configuration change.

As neither the first database nor the second database has undergone a change in structure, there is no configuration change of either database nor is there a configuration change transaction record that is stored or sent, as recited in claim 1. Furthermore, there can be no configuration change based at least in part on the configuration change transaction recorded as recited in claim 1 since there is no disclosure of such a configuration change transaction record. Accordingly, claim 1 is allowable over Underwood for at least these reasons.

Claims 2-11 depend from an allowable claim 1 and are also allowable for at least the same reasons. Furthermore, one or more of claims 2-11 disclose elements not disclosed or suggested in Underwood.

#### Claims 12-21

Claim 12 recites that a change in configuration is made to a second database and that a change in configuration is made to a first database based at least in part on the changed configuration of the second database. Again, a change in configuration includes a change to the structure of the database, such as the number of fields or length of fields, as opposed to merely a change in content. As discussed above, Underwood fails to teach a configuration change of any database but instead only discusses a change in location and content of databases. Underwood does not disclose a configuration change to two databases where one configuration change is based at least in part on the other.

Therefore, claim 12 is patentable over Underwood.

Claims 13-21 depend from an allowable claim 12 and are also allowable for at least the same reasons. Furthermore, one or more of claims 13-21 disclose elements not disclosed or suggested in Underwood.

#### Claims 22-32

Claim 22 recites that a system includes a first database, a second database, and a configuration change transaction record based at least in part on a change in the configuration of the second database. Underwood fails to disclose configuration changes in the databases and also fails to teach a configuration change transaction record based at least in part on such a configuration change to a database. Therefore, claim 22 is patentable over Underwood.

Claims 23-32 depend from an allowable claim 22 and are also allowable for at least the same reasons. Furthermore, one or more of claims 23-32 disclose elements not disclosed or suggested in Underwood.

#### Claims 33-38

Claim 33 recites that a system includes means for operating a first and second database, means for changing the configuration of the second database, and means for changing the configuration of the first database based at least in part on the changed configuration of the second database. Underwood apparently fails to disclose making a change to a configuration of any database and therefore, fails to disclose means for changing the configuration of the second databases as well as means for changing the configuration of the first database based at least in part on the configuration change to the second database. Therefore, claim 33 is patentable over Underwood.

Claims 34-38 depend from an allowable claim 33 and are also allowable for at least the same reasons. Furthermore, one or more of claims 34-38 disclose elements not disclosed or suggested in Underwood.

#### Claims 39-44

Claim 39 recites that a method includes a step for changing the configuration of a second database and a step for changing the configuration of a first database based at least in part on the changed configuration of the second database. Underwood apparently fails to disclose making a change to a configuration of any database and therefore, fails to disclose a step for changing the configuration of a second database and a step for changing the configuration of a first database based at least in part on the changed configuration of the second database. Therefore, claim 39 is patentable over Underwood.

Claims 40-44 depend from an allowable claim 39 and are also allowable for at least the same reasons. Furthermore, one or more of claims 40-44 disclose elements not disclosed or suggested in Underwood.

#### Claims 45-50

Claim 45 recites that a computer readable medium includes instructions to change the configuration of a second database and change the configuration of a first database based at least in part on the changed configuration of the second database. Underwood apparently fails to disclose making a change to a configuration of any database and therefore, fails to disclose a computer readable medium having instructions to change the configuration of a second database and change the configuration of a first database based at least in part on the changed configuration of the second database. Therefore, claim 45 is patentable over Underwood.

Claims 46-50 depend from an allowable claim 45 and are also allowable for at least the same reasons. Furthermore, one or more of claims 46-50 disclose elements not disclosed or suggested in Underwood.


#### Conclusion

Applicants assert that the application including claims 1-50 is in condition for allowance. Applicants request reconsideration in view of the amendments and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees are believed due. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

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